

May 22, 2007

Adam M. Freiman, Esquire
Sirody, Freiman & Feldman, P.C.
1777 Reisterstown Road
Suite 360
Pikesville, MD 21208-6318

Re: Steven H. Greenfeld v. Weinstock, Friedman & Friedman, P.A., et al and Bruce Richardson

Dear Mr. Freiman:

This letter confirms the retention of Invotex Group ("Invotex") by Sirody, Freiman & Feldman, P.C. ("SF&F") to provide independent professional services in connection with the above referenced matter (the "Litigation"). Invotex and SF&F create a legally binding agreement ("Agreement") by signing where indicated on the final page.

Services to be Provided

Invotex understands that its work on this engagement is to be performed at your request. Services rendered by Invotex may include financial and analytical consulting services to assist you and provide to you work product regarding the Litigation. In the event that you request representatives of Invotex to provide expert witness testimony, under Rule 26 of the Federal Rules of Civil Procedure, an individual testifying as an expert may be required to produce work product related to the work performed.

In providing such expert testimony, Invotex experts will be objective and independent, and not advocates for any pre-defined outcome.

Fees and Expenses

Previously Invotex has received payment of a retainer from SF&F in the amount of \$5,000. This amount was paid as a retainer and does not represent an established price or an estimate of fees for this engagement.

Invotex will submit invoices for all professional services rendered to you, at established hourly rates plus related out-of-pocket expenses. However, Invotex recognizes that the Bankruptcy Estate of Health Management Resources, Inc. ("HMR") is ultimately responsible for payment of our fees and expenses and payment of our fees is subject to Bankruptcy Court approval upon filing of an application for allowance of compensation for services rendered and reimbursement of expenses incurred ("Fee Application"). Out-of-pocket expenses include travel, lodging, meals, and other expenses reasonably and necessarily incurred in the performance of our work. Hourly rates are based upon the experience and skills of the personnel involved and are subject to adjustments to reflect changes in rates as officially established by Invotex.

We will organize a team for purposes of this engagement, which will include me as the engagement manager. My current hourly rate is \$400. I will be assisted by others as appropriate. The following represents current hourly rates:

Managing Directors	\$325	To	\$450
Directors	\$250	To	\$300
Managers	\$225	To	\$250
Senior Consultants	\$145	To	\$225
Consultants	\$140	To	\$145
Analysts	\$ 90	To	\$100

Billings will generally be submitted monthly based on actual hours incurred at the rates set forth above, plus related expenses.

HMR is responsible for payment of invoices rendered by Invotex. Payment of an approved Fee Application is due within 30 days of Court approval. Payment is not contingent upon results. Invotex does not warrant or predict results or developments in this matter. It is the intention of the parties that the Retainer will not be used to pay current invoices. Any part of the Retainer remaining at the end of the engagement will be returned.

SF&F and HMR agree that they will review invoices and will advise Invotex within 30 days of the receipt of each invoice as to any objection regarding the form or substance of the invoice. SF&F and HMR will keep Invotex informed of any changes to the nature or scope of the engagement to ensure that fees do not exceed expectations.

Other Terms and Conditions

Confidentiality: Invotex acknowledges that all materials disclosed to it by SF&F, and the work it provides to SF&F, are confidential and proprietary. Invotex will abide by all reasonable restrictions placed by SF&F on the dissemination of such materials and work. In the event that Invotex is served with a subpoena or other legal document requesting the disclosure of such materials or work, Invotex will promptly advise SF&F of same and Invotex will cooperate with all reasonable and lawful requests by SF&F to prevent the disclosure of confidential and/or proprietary information pursuant to such subpoena or other request.

Conflicts of Interest: Based on the names you have provided neither I, Invotex, nor any employees thereof, insofar as I have been able to ascertain, have any connection with the Debtor in this case, their creditors, any other party in interest, their attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee. we are not aware of circumstances that constitute a conflict of interest or that would otherwise impair our ability to provide objective assistance. I believe Invotex to be a "disinterested person" within the meaning of Section 101(14) of the Code.

Liability: The total liability of Invotex, its subsidiaries, officers, employees and agents for all claims of any kind arising out of this engagement, whether in contract, tort or otherwise, shall be limited to the total fees paid to Invotex on this engagement. Neither party shall in any event be liable to the other for any indirect, consequential or punitive damages.

Work Product: Any and all work product prepared by Invotex shall be the property of Invotex. Invotex grants SF&F the right to use and disclose such work product as required solely for purposes of this litigation.

Governing Law: This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of Maryland.

Entire Agreement: This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreement and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

If you wish to engage us to provide the services outlined in this Agreement please sign in the space provided below and return an executed original to us. We will commence work upon receipt of an executed original of this letter indicating your acceptance of the terms and conditions outlined herein.

Health Management
Resources, Inc.
By: Steven Greenfeld,
Trustee

We look forward to providing our services in connection with this matter. If you have any questions, please do not hesitate to call me.

Very truly yours,

Invotex, Inc.

By: 151
Neil H. Demchick
Managing Director

Date: _____

Agreed to and Accepted:

By: 151
Adam M. Freiman, Esquire

Date: _____

By: 151
Health Management
Resources, Inc.,
By Steven Greenfeld,
Trustee

Date: _____